
State: District of Columbia **First Filing Company:** Graphic Arts Mutual Insurance Company, ...
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Operations Suits Limited Legal Defense Costs
Project Name/Number: /

Filing at a Glance

Companies: Graphic Arts Mutual Insurance Company
Republic-Franklin Insurance Company
Utica Mutual Insurance Company

Product Name: Operations Suits – Limited Legal Defense Costs

State: District of Columbia

TOI: 17.1 Other Liability-Occ Only

Sub-TOI: 17.1001 Commercial General Liability

Filing Type: Form

Date Submitted: 02/10/2020

SERFF Tr Num: UTCX-132209331

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 20001

Effective Date 08/01/2020

Requested (New):

Effective Date 08/01/2020

Requested (Renewal):

Author(s): Melissa Young

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** Graphic Arts Mutual Insurance Company, ...
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General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/10/2020
State Status Changed: Deemer Date:
Created By: Melissa Young Submitted By: Aneta Pawlowski
Corresponding Filing Tracking Number: UTCX-132209330

Filing Description:

To be more competitive in the Auto Dealers marketplace, we are revising our Limited Legal Defense Costs Coverage endorsement 8-E-3805.

We are updating page in the following manner:

- 1)Renaming the endorsement/coverage for “Lemon Law – Limited Legal Defense Costs” to be “Operations Suits – Limited Legal Defense Costs”. We are implementing this name change for competitive reasons and to more accurately reflect the type of coverage being provided.
- 2)We have removed limits from the schedule.

A side by side is attached to show the changes being made.

Company and Contact

Filing Contact Information

Melissa Young, Senior State Filings Coordinator	melissa.young@uticanational.com
180 Genesee Street	800-598-8422 [Phone] 7342092 [Ext]
New Hartford, NY 13413	315-734-2680 [FAX]

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Filing Company Information

Graphic Arts Mutual Insurance
Company
180 Genesee Street
New Hartford, NY 13413
(315) 734-2000 ext. [Phone]

CoCode: 25984
Group Code: 201
Group Name: Utica National
Insurance Group
FEIN Number: 13-5274760

State of Domicile: New York
Company Type:
State ID Number:

Utica Mutual Insurance Company
180 Genesee Street
New Hartford, NY 13413
(315) 734-2000 ext. [Phone]

CoCode: 25976
Group Code: 201
Group Name: Utica National
Insurance Group
FEIN Number: 15-0476880

State of Domicile: New York
Company Type:
State ID Number:

Republic-Franklin Insurance
Company
2600 Corporate Exchange Drive
Columbus, OH 43229-7601
(614) 823-5300 ext. [Phone]

CoCode: 12475
Group Code: 201
Group Name: Utica National Ins
Group
FEIN Number: 31-4290270

State of Domicile: Ohio
Company Type:
State ID Number:

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State:	District of Columbia	First Filing Company:	Graphic Arts Mutual Insurance Company, ...
TOI/Sub-TOI:	17.1 Other Liability-Occ Only/17.1001 Commercial General Liability		
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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Operations Suits – Limited Legal Defense Costs	8-E-3805	Ed. 10-2019	END	Replaced	Previous Filing Number:	UTCX-G128257923		8e3805.pdf
							Replaced Form Number:	8-E-3805 Ed. 04-2012		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPERATIONS SUITS - LIMITED LEGAL DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Per Suit Limit of Insurance: \$

Location Aggregate Limit of Insurance: \$

The Commercial General Liability Coverage Form is amended as follows:

A. Section I - Coverage A Bodily Injury and Property Damage Liability is modified as follows:

The following is added to **A. Coverage**:

Additional Coverage - Legal Defense Costs

1. We will pay for the "insureds" legal fees and expenses incurred in defense of any "suit" brought during the policy period by or on behalf of one of your customers alleging defects in goods or services furnished by you.

We have the right and duty to defend any such "suit" but our duty to defend ends when the Limits of Insurance shown in the Schedule above have been exhausted or when, at our option, we elect to settle such "suit".

2. However, this Additional Coverage does not apply to:
 - a. Any dishonest, fraudulent, criminal or malicious act committed by you;
 - b. Bodily injury, sickness, disease or death of any person or physical injury to or destruction of any tangible property including all resulting loss of use of that property;
 - c. Any "suit" brought to enforce a warranty agreement or mechanical breakdown agreement provided or sold by you;
 - d. Any "suit" due to recall of your "products" or "work you performed", or other property of which they form a part, due to a known or suspected defect or deficiency they contain;
 - e. "Suit" due to your activities as an insurance agent, or insurance broker or consultant;

- f. Liability of others assumed by you under a contract or agreement;

- g. "Suits" due to your violation of an odometer statute, truth-in-lending law or truth-in-leasing law;

- h. "Suits" arising out of the operation or administration of any employee benefit program;

- i. Damages resulting from a "suit".

3. Regardless of the number of "insureds," "suits" or persons or organizations bringing "suit," the most we will pay for the sum of all legal fees and expenses in any one "suit" is the Per Suit Limit of Insurance shown in the Schedule above. The most we will pay for the sum of all legal fees and expenses at any one location is the Location Aggregate Limit of Insurance shown in the Schedule above.

4. As used in Additional Coverage - Legal Defense Costs:

- a. "Products" includes:

- (1) The goods or products you made or sold in a garage business; and
- (2) The providing of or failure to provide warnings or instructions.

- b. "Suit" means a civil proceeding, arbitration or mediation brought against you.

- c. "Work you performed" includes:

- (1) Work that someone performed on your behalf; and
- (2) The providing of or failure to provide warnings or instructions.

- B. For the insurance provided by Additional Coverage - Legal Defense Costs, Section IV - Commercial General Liability Conditions is amended as follows:

1. Condition 2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit is replaced by the following:
 - a. You must promptly notify us of any "suit". You must give us information with respect to the time, place and circumstances leading to the "suit". You must assist in obtaining the names and addresses of any witnesses.
 - b. You must cooperate with us in the investigation or defense of any "suit". You shall not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expense.
2. Condition 4. Other Insurance is replaced by the following:

This insurance shall not apply to any loss on which you have other valid and collectible insurance.

3. The following Condition is added:

Policy Period, Coverage Territory

We cover your legal fees and expenses for "suits" which are served:

 - a. During the policy period shown in the Declarations;
 - b. Within the coverage territory.

The coverage territory is:

 - (1) The United States of America, its territories and possessions;
 - (2) Canada;
 - (3) Anywhere in the world if the "suit" arises out of a "product" you sold for use in (1) or (2) above and the original "suit" is also filed in (1) or (2) above.

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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not applicable to this filing.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not applicable to this filing.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not applicable to this filing.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	Not applicable to this filing.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Side by Side
Comments:	
Attachment(s):	8e3805 Ed. 10-19 to 04-2012.pdf
Item Status:	
Status Date:	

Text Comparison

Documents Compared

8E3805 Ed. 04-2012.pdf

8e3805.pdf

Summary

61 word(s) added

28 word(s) deleted

720 word(s) matched

5 block(s) matched

To see where the changes are, please scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**~~LEMON LAW~~ - LIMITED LEGAL DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The Commercial General Liability Coverage Form is amended as follows:

A. Section I - Coverage A Bodily Injury and Property Damage Liability is modified as follows:

The following is added to **A. Coverage:**

Additional Coverage - Legal Defense Costs

1. We will pay for the "insureds" legal fees and expenses incurred in defense of any "suit" brought during the policy period by or on behalf of one of your customers alleging defects in goods or services furnished by you.

We have the right and duty to defend any such "suit" but our duty to defend ends when the Limits of Insurance shown in ~~paragraph 2, below~~ have been exhausted or when, at our option, we elect to settle such "suit".

2. However, this Additional Coverage does not apply to:
 - a. Any dishonest, fraudulent, criminal or malicious act committed by you;
 - b. Bodily injury, sickness, disease or death of any person or physical injury to or destruction of any tangible property including all resulting loss of use of that property;
 - c. Any "suit" brought to enforce a warranty agreement or mechanical breakdown agreement provided or sold by you;
 - d. Any "suit" due to recall of your "products" or "work you performed", or other property of which they form a part, due to a known or suspected defect or deficiency they contain;
 - e. "Suit" due to your activities as an insurance agent, or insurance broker or consultant;
 - f. Liability of others assumed by you under a contract or agreement;

- g. "Suits" due to your violation of an odometer statute, truth-in-lending law or truth-in-leasing law;
- h. "Suits" arising out of the operation or administration of any employee benefit program;
- i. Damages resulting from a "suit".

3. Regardless of the number of ~~"insureds"~~, "suits" or persons or organizations bringing ~~"suit"~~, the most we will pay for the sum of all legal fees and expenses in any one "suit" is ~~\$25,000~~. The most we will pay for the sum of all legal fees and expenses at any one location is ~~\$50,000~~.

4. As used in Additional Coverage - Legal Defense Costs:

a. "Products" includes:

- (1) The goods or products you made or sold in a garage business; and
- (2) The providing of or failure to provide warnings or instructions.

b. "Suit" means a civil proceeding, arbitration or mediation brought against you.

c. "Work you performed" includes:

- (1) Work that someone performed on your behalf; and
- (2) The providing of or failure to provide warnings or instructions.

- B. For the insurance provided by Additional Coverage - Legal Defense Costs, Section IV - Commercial General Liability Conditions is amended as follows:**

1. Condition 2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit is replaced by the following:

- a. You must promptly notify us of any "suit". You must give us information with respect to the time, place and circumstances leading to the "suit". You must assist in obtaining the names and addresses of any witnesses.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**OPERATIONS SUITS - LIMITED LEGAL DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE**Per Suit Limit of Insurance:** \$**Location Aggregate Limit of Insurance:** \$

The Commercial General Liability Coverage Form is amended as follows:

A. Section I - Coverage A Bodily Injury and Property Damage Liability is modified as follows:

The following is added to **A. Coverage:**

Additional Coverage - Legal Defense Costs

1. We will pay for the "insureds" legal fees and expenses incurred in defense of any "suit" brought during the policy period by or on behalf of one of your customers alleging defects in goods or services furnished by you.

We have the right and duty to defend any such "suit" but our duty to defend ends when the Limits of Insurance shown in the Schedule above have been exhausted or when, at our option, we elect to settle such "suit".

2. However, this Additional Coverage does not apply to:
 - a. Any dishonest, fraudulent, criminal or malicious act committed by you;
 - b. Bodily injury, sickness, disease or death of any person or physical injury to or destruction of any tangible property including all resulting loss of use of that property;
 - c. Any "suit" brought to enforce a warranty agreement or mechanical breakdown agreement provided or sold by you;
 - d. Any "suit" due to recall of your "products" or "work you performed", or other property of which they form a part, due to a known or suspected defect or deficiency they contain;
 - e. "Suit" due to your activities as an insurance agent, or insurance broker or consultant;

- f. Liability of others assumed by you under a contract or agreement;
- g. "Suits" due to your violation of an odometer statute, truth-in-lending law or truth-in-leasing law;
- h. "Suits" arising out of the operation or administration of any employee benefit program;
- i. Damages resulting from a "suit".

3. Regardless of the number of "insureds," "suits" or persons or organizations bringing "suit," the most we will pay for the sum of all legal fees and expenses in any one "suit" is the Per Suit Limit of Insurance shown in the Schedule above. The most we will pay for the sum of all legal fees and expenses at any one location is the Location Aggregate Limit of Insurance shown in the Schedule above.

4. As used in Additional Coverage - Legal Defense Costs:

a. "Products" includes:

- (1) The goods or products you made or sold in a garage business; and
- (2) The providing of or failure to provide warnings or instructions.

b. "Suit" means a civil proceeding, arbitration or mediation brought against you.

c. "Work you performed" includes:

- (1) Work that someone performed on your behalf; and
- (2) The providing of or failure to provide warnings or instructions.

- B. For the insurance provided by Additional Coverage - Legal Defense Costs, Section IV - Commercial General Liability Conditions is amended as follows:**

- b. You must cooperate with us in the investigation or defense of any "suit". You shall not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expense.
- 2. Condition 4. Other Insurance is replaced by the following:

This insurance shall not apply to any loss on which you have other valid and collectible insurance.
- 3. The following Condition is added:
Policy Period, Coverage Territory

We cover your legal fees and expenses for "suits" which are served:

- a. During the policy period shown in the Declarations;
- b. Within the coverage territory.

The coverage territory is:

 - (1) The United States of America, its territories and possessions;
 - (2) Canada;
 - (3) Anywhere in the world if the "suit" arises out of a "product" you sold for use in (1) or (2) above and the original "suit" is also filed in (1) or (2) above.

1. Condition 2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit is replaced by the following:

- a. You must promptly notify us of any "suit". You must give us information with respect to the time, place and circumstances leading to the "suit". You must assist in obtaining the names and addresses of any witnesses.
- b. You must cooperate with us in the investigation or defense of any "suit". You shall not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expense.

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